

EXHIBIT

I

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

STATE OF MISSOURI, et al.,

Plaintiffs,

v.

No. 4:21-cv-01300

JOSEPH R. BIDEN, JR., et al.,

Defendants.

DECLARATION OF DAVID SCANLAN

1. My name is David Scanlan. I am the Deputy Secretary of State for the State of New Hampshire and my duties include leadership of the Division of Vital Records. I am also a resident of New Hampshire and over the age of majority. I have personal knowledge of the facts in this declaration, and those facts are true and correct to the best of my knowledge.

2. I submit this declaration in support of Plaintiffs' Motion for Preliminary Injunction.

3. The Department recently received an Amendment of Solicitation/Modification of Contract from the Centers for Disease Control and Prevention (CDC) which is not dated and not signed. The Amendment/Modification number is "Mass Modification 22-00001." The SF30 Continuation Sheet states the purpose is "to incorporate clause 52.223-99, Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors in all contracts listed on the attached Excel spreadsheet." Attached hereto as **Exhibit A** is a true and correct copy of that Amendment of Solicitation/Modification of Contract.

4. An Excel spreadsheet was sent with the Amendment of Solicitation/Modification of Contract. The Excel spreadsheet lists 3,440 contracts, three of which are with the “Secretary State, New Hampshire Dept Of.” A true and correct copy of an excerpt of that Excel spreadsheet identifying the three contracts with the “Secretary State, New Hampshire Dept Of” is attached hereto as **Exhibit B**.

5. The e-mail transmitting the Amendment of Solicitation/Modification of Contract and the Excel spreadsheet states: “The E.O. requires agencies to include a clause requiring contractors and subcontractors at any tier to comply with all guidance for contractor or subcontractor workplace locations as published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.” “Contractors will sign and return the modification via email to the Contracting Officer of record by November 9, 2021.” A true and correct copy of the transmittal e-mail is attached hereto as **Exhibit C**.

6. The transmittal e-mail of the Amendment of Solicitation/Modification of Contract Notice to Lessor states: “Contractors will sign and return the modification via email to the Contracting Officer of record by November 9, 2021.”

7. Contract with order number 75D30121F00009 and contract number 200-2017-92606 is between the CDC and the Department of State. It provides for the Division of Vital Records sending the CDC files on New Hampshire births, deaths, and fetal deaths. The current contract expires on December 31, 2021 and it is expected the CDC will want to renew. The value of the contract is \$168,636.00. These funds, in part, support 8 full time and one part-time employee of the Division. Attached hereto as **Exhibit D** is a true and correct copy of the fully executed contract.

8. Contract listed on the CDC spreadsheet as HHSD200201792606I, but identified as order number 75D30120F00008, as part of contract number 200-2017-92606, is between the CDC and the Department. The contract had the Department send individuals authorized to certify deaths training on using the electronic reporting system. The value of the contract is \$200,000.00. This contract expires on September 30, 2022 and it is not expected to be renewed. Attached hereto as **Exhibit E** is a true and correct copy of the fully executed contract.

9. Contract 75D30121P11406 is between the CDC and the Department providing for the Division of Vital Records sending electronic files of New Hampshire deaths to the CDC. The value of the contract is \$14,329.00, it expires on May 1, 2022, and it is expected the CDC will want to renew the contract. Attached hereto as **Exhibit F** is a true and correct copy of the fully executed contract.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on this the 4th day of November, 2021.

A handwritten signature in black ink, appearing to read 'David Scanlan', is written over a horizontal line.

David Scanlan
Deputy Secretary of State

EXHIBIT

A

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. Mass Modification 22-00001		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)					
6. ISSUED BY Centers for Disease Control and Prevention (CDC) Office of Acquisition Services (OAS) 2900 Woodcock Blvd Atlanta, GA 30341-5539		CODE 8219		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		X		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (See Item 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO.	
CODE 832777143		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ___ is extended, ___ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(√) X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Changes Fixed Price, Alt I, II, III, V; FAR 52.243-2 Changes-Cost Reimburesment, Alt I, II, III, V; FAR 52.243-3 Changes T&M and Labor Hour; FAR 52.212-4(c) Changes to Contract Terms and Conditions-Commercial Items

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**See SF 30 Continuation Sheet**

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME OF CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

SF 30 Continuation Sheet

1. The purpose of this bilateral modification is to incorporate clause 52.223-99, Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors, in all contracts listed on the attached Excel spreadsheet.

This class deviation is issued under the authority of FAR 1.404 and HHS Acquisition Regulation (HHSAR) 301.401 following consultation with the Chair of the Civilian Agency Acquisition Council (CAAC) in accordance with FAR 1.404(a) and the HHS Senior Procurement Executive in accordance with HHSAR 301.401.

2. This modification is applicable to the following:
 - Contracts and contract-like instruments* above the micro-purchase threshold.
 - Contracts and contract-like instruments that are not covered or directly addressed by the E.O. because the contract or subcontract is for the manufacturing of products.
3. The clause shall not be applied to contracts, and contract-like instruments if performance is outside the United States or its outlying areas (the exclusion is limited to employees who are performing work only outside the U.S. or its outlying areas).
4. Contractors shall add the clause to applicable subcontracts 30 days after the effective date of this modification.
5. Contractors are not required to submit verification of employee vaccinations in response to this modification; however, contractor employees must be fully vaccinated no later than December 8, 2021 pursuant to E.O. 14042.
6. Contractors are requested to sign and return the modification to the your Contracting Officer of record by November 9, 2021 by completing the SF30 blocks 8, 10A, 15A, 15B, and 15C.
7. By signing the modification, the contractor affirms it understands and agrees to comply with the mandates in E.O. 14042.

*For the purpose of this modification, the term “contract-like instruments” shall include only those instruments within the responsibility of contracting officers as that term is defined by the E.O.

FAR Deviation Clause
Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors

52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors.
ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)

(a) Definition. As used in this clause -
United States or its outlying areas means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)

EXHIBIT

B

Contracting Agency	Contract	Latest Mod	Order No.	Vendor	Vendor Email	Contracting Officer of Record	Contracting Officer of Record Email	Award Type	Completion Date	Ult. Completion Date	LDT0
7523 - CENTERS FOR DISEASE CONTROL AND PREVENTION	750302140009	0	HHS02002017926061	Secretary State, New Hampshire Dept Of DUNS: 179550850	lbrand@bcgliso.com	Cruz, Stephanie D	SDH@cdc.gov	Delivery Order	05/01/2022	05/01/2022	---
7523 - CENTERS FOR DISEASE CONTROL AND PREVENTION	HHS02002017926061	1		Secretary State, New Hampshire Dept Of DUNS: 179550850	stephen.wurtz@sos.nh.gov	Cruz, Stephanie D	SDH@cdc.gov	IOC	---	---	12/31/2021
7523 - CENTERS FOR DISEASE CONTROL AND PREVENTION	7503021401406	0		Secretary State, New Hampshire Dept Of DUNS: 179550850	denise.gonyer@sos.nh.gov	Mitchell, Cynthia Y	ake@cdc.gov	Purchase Order	05/01/2022	05/01/2022	---

EXHIBIT C

From: OFR OAS (CDC) <cdcofroas@cdc.gov>

Sent: Friday, October 22, 2021 12:24 PM

To: cawilliams@atcc.org; cawilliams@atcc.org; mcla0030@umn.edu; lorrie@umn.edu; kille001@umn.edu; mohammad.elias@religroupinc.com; mohammad.elias@religroupinc.com; mohammad.elias@religroupinc.com; george@reliance-cc.com; george@reliance-cc.com; george@reliance-cc.com; george@reliance-cc.com; maureen.vandegrift@lexisnexus.com; maureen.vandegrift@lexisnexus.com; ashley.osteen@thermofisher.com; robert.smith@thermofisher.com; blandon@thermigroup.com; kstogner@theremigroup.com; aaron.lutz@theremigroup.com; aaron.lutz@theremigroup.com; aaron.lutz@theremigroup.com; aaron.lutz@theremigroup.com; kstogner@theremigroup.com; mdaughterty@reprintdesk.com; amanda.sessom@rtlgenomics.com; jeffrey.schieder@buffalo.edu; kathryn.guerrera@stonybrookmedicine.edu;

sbateman@sunypoly.edu; cinzia.raponi@muhc.mcgill.ca; mary-alice.tompkins@perspecta.com;
marcb@biosearchtech.com; martin@researchsupportservices.com; jmorales@rti.org; jmorales@rti.org; RTI-ATSDR@rti.org; mkrishnan@scimetrika.com; jwithers@rti.org; bupton@rti.org; gthompson@rti.org; gthompson@rti.org;
abookout@rti.org; jmorales@rti.org; jfarrell@rti.org; jmorales@rti.org; jmorales@rti.org; jmorales@rti.org;
abookout@rti.org; jmorales@rti.org; jmorales@rti.org; jfarrell@rti.org; jmorales@rti.org; jfarrell@rti.org; jmorales@rti.org;
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stratton@rti.org; jwithers@rti.org; ssetzer@rti.org; jmorales@rti.org; mrynties@rti.org; abookout@rti.org;
abookout@rti.org; smarnell@alexton.com; enichen@rti.org; eubanks@rti.org; mmartin@2mresearch.com;
mrynties@rti.org; mrynties@rti.org; mrynties@rti.org; mrynties@rti.org; jwithers@rti.org; abookout@rti.org;
jwithers@rti.org; ellison@rti.org; jmorales@rti.org; sbrodish@rti.org; sudaan@rti.org; aliciab@rti.org; jmorales@rti.org;
jmorales@rti.org; ebongard@resolv.org; george.delclos@uth.tmc.edu; jphillips@mountainstatewaste.com;
reemetzler@comcast.net; scott.e.hammond@ricoh-usa.com; david.haggerty@ricoh-usa.com; scott.e.hammond@ricoh-usa.com;
john.grymes@ricoh-usa.com; john.grymes@ricoh-usa.com; bradley.cue@ricoh-usa.com; gary.hauser@ricoh-usa.com;
david.haggerty@ricoh-usa.com; deniese.heflin@rigaku.com; alison.appenzellar@rightstar.com;
knutringen@msn.com; anna.harb@ring-ir.com; gcasuccio@rjleegroup.com; flodovico@rjleegroup.com;
chris.hoff@roche.com; chet.bounds@roche.com; gayle.elledge@rochesterregional.com;
jeremyrohrbaugh@rohmacinc.com; rose.li@roseliassociates.com; imajor@rossstrategic.com; emaier@rossstrategic.com;
info@rotundascitech.com; trumph@rumphandassociates.com; mmartin@2mresearch.com; randy.cook@aspenmi.com;
mmartin@2mresearch.com; lisa_ashcraft@abtassoc.com; trumph@rumphandassociates.com;
trumph@rumphandassociates.com; trumph@rumphandassociates.com; wbarnes@pmconsultinggrouppllc.com;
wbarnes@pmconsultinggrouppllc.com; jennifer_l_garcia@rush.edu; jennifer_l_garcia@rush.edu; cawilliams@atcc.org;
jennifer_garcia@rush.edu; tammy.rutherford@rusticsoftware.com; tracyb@eoysi.rutgers.edu;
rdozierjr@rwdconsultingllc.com; rdozierjr@rwdconsultingllc.com; rdozierjr@rwdconsultingllc.com;
rdozierjr@rwdconsultingllc.com; rdozierjr@rwdconsultingllc.com; rdozierjr@rwdconsultingllc.com;
rdozierjr@rwdconsultingllc.com; rdozierjr@rwdconsultingllc.com; lloomis@scainc.com; alex@swapkenya.org;
nberger@safegraph.com; clay@safetyplusllc.com; cjmurchie@envisiontechnology.com;
cjmurchie@envisiontechnology.com; michael.pham@sage.com; ktruong@sakuraus.com; ktruong@sakuraus.com; Wooten, Wilma WW (CDC sdcounty.ca.gov) <Wilma.Wooten@sdcounty.ca.gov>; tprice@sanguinebio.com;
tami.binder@sanofi.com; amanda.medrano@sanofi.com; amanda.medrano@sanofi.com;
Mackenzie.Fetterman@sanofi.com; tami.binder@sanofi.com; saperste@mst.edu; nencinas@sapphiremfg.com;
RDeGeyndt@savangroup.com; schabels@musc.edu; order@schrodingder.com; stefan.moergeli@unibas.ch;
sphilipson@scgcorp.com; madvi_raya@scimage.com; mkrishnan@scimetrika.com; jlazenby@scimetrika.com;
meenak@inoventures.com; Orelie, Jean (CDC scimetrika.com) <jorelien@scimetrika.com>; wendy.mcclure@scinomix.com;
wmcclure@scinomix.com; jason.lindsey@scinomix.com; andersen@scripps.edu;
jlevon@scriptpro.com; mtrammell@scriptpro.com; liuppa@sdl.com; elena.o'neill@seattlechildrens.org;
lbrand@bcgiso.com; Denise M. Gonyer <Denise.Gonyer@SOS.NH.GOV>; angela@sekon.com;
james.watt@eaglemedicalservicesllc.com; angela@sekon.com; apazahanick@selectgases.com; rnorton@selectgases.com;
rnorton@selectgases.com; rnorton@selectgases.com; john@sequoiafoundation.org; cher.street@servicesource.org;
abdulmalik.shakir@hi3solutions.com; abdulmalik.shakir@hi3solutions.com; eadozier@shimadzu.com;
lbowman@shimadzu.com; dlowe@shimadzu.com; billing@wearesrna.org; robert.mehosky@siemensgovt.com;
usa.800siemens.us@siemens.com; stephen.campbell@siemens.com; chewitt@signaturescience.com;
mitch.seil@northwindgrp.com; cherylann@simulations-plus.com; sean@yoursitehub.com; george.soltys@skillsoft.com;
george.soltys@skillsoft.com; csmith@skylight.digital; pevans@skylineinnovationsinc.com; ktrimble@sobran-inc.com;
david.wagner@dlhcorp.com; victoria.enever@springer.com; david.wagner@dlhcorp.com; victoria.enever@springer.com;
david.wagner@dlhcorp.com; victoria.enever@springer.com; david.wagner@dlhcorp.com; victoria.enever@springer.com;
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jwest@oit.gatech.edu; victoria.enever@springer.com; david.wagner@dlhcorp.com; victoria.enever@springer.com;
david.wagner@dlhcorp.com; victoria.enever@springer.com; victoria.enever@springer.com;
alli.shelfelbine@sproutsocial.com; billingteam@sproutsocial.com; billingteam@sproutsocial.com;
florida_hendricks@sra.com; kmann@csra.com; dana.lotspeich@gdit.com; dana.lotspeich@csra.com; kmann@csra.com;
victoria.lemieux@gdit.com; victoria.lemieux@gdit.com; victoria.lemieux@gdit.com; victoria.lemieux@gdit.com;
dana.lotspeich@csra.com; mmartin@2mresearch.com; jackie.mathis@cherokee-federal.com; cawilliams@atcc.org;
lbrand@bcgiso.com; lbrand@bcgiso.com; lbrand@bcgiso.com; elizabeth.schlaudecker@cchmc.org; lbrand@bcgiso.com;

mmartin@2mresearchservices.com; mmartin@2mresearch.com; linton@srcinc.com; lisa_ashcraft@abtassoc.com; linton@srcinc.com; lisa_ashcraft@abtassoc.com; skonduru@srisaibiopharma.com; gregbierie12@gmail.com; lisan.dustevich@stclair.org; St. John, Nathaniel (CDC tsjg.com) <nstjohn@tsjg.com>; sleis@stata.com; lynda.lehing@arkansas.gov; geraldine.harris@dshs.state.tx.us; stacie.flenoy@dshs.texas.gov; tara.das@dshs.texas.gov; laura_smearman@stchome.com; David_mora@stchome.com; david mora <david_mora@stchome.com>; angela_araujo@stchome.com; david_mora@stchome.com; phyllis_olms@stchome.com; gflamme@sasrac.com; rebecca_dillen@steris.com; joe_puchan@steris.com; dawn_felker@steris.com; kyle.heaton@sterling.com; kyle.heaton@sterling.com; kyle.heaton@sterling.com; stacey@sterlingcomputers.com; stacey@sterlingcomputers.com; kyle.heaton@sterling.com; kyle.heaton@sterling.com; amy@stoneux.com; amir.shalev@stons.biz; amir.shalev@stons.biz; ralbinger@strata-safety.com; mark.menninger@stratasys.com; melissa.blatus@stratasys.com; mark.menninger@stratasys.com; spandev@stratedigm.com; bkelly@yourstrategic.com; bkelly@yourstrategic.com

Subject: FW: CDC Mass Distribution of Vaccine Modification- FAR 52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors

Do not reply to this email as this mailbox is not monitored.

Please read the email in its entirety along with the attached modification and contract listing

CDC Contractor,

As you are aware, Executive Order (E.O.) 14042 was signed by the President on September 9, 2021. The E.O. requires agencies to include a clause requiring contractors and subcontractors at any tier to comply with all guidance for contractor or subcontractor workplace locations as published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

In direct correlation to the issuance of Executive Order (E.O.) 14042, see the attached bilateral modification to incorporate clause 52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors, in all contracts or contract-like instruments, for commercial and non-commercial requirements for services, research and development, and construction services. In addition to the modification, please see the attached contract listing spreadsheet to locate your contract and the contracting officer of record.

Contractors will sign and return the modification via email to the Contracting Officer of record by November 9, 2021.

Special Instructions: If your company will be submitting one modification for multiple contracts with the CDC, a listing of the contract numbers and contracting officer names must be included with your returned modification on a separate page.

Please direct your questions to your contracting officer of record for your contract and/or contracts listed on the attached spreadsheet.

EXHIBIT D

ORDER FOR SUPPLIES OR SERVICESPAGE OF PAGES
1 3**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 04/14/2021		2. CONTRACT NO. (If any) 200-2017-92606		6. SHIP TO:	
3. ORDER NO. 75D30121F00009		4. REQUISITION/REFERENCE NO. 000HCPCC-2021-52555		a. NAME OF CONSIGNEE CDC/CCHIS/NCHS (RTP)	
5. ISSUING OFFICE (Address correspondence to) Ctrs for Disease Control & Prevention PGH Office of Acquisition Services, Branch 4 PO Box 18070, 626 Cochran's Mill Rd Pittsburgh, PA 15236-0070				b. STREET ADDRESS 4024 stirrup creek drive	
7. TO:				c. CITY DURHAM	e. ZIP CODE 27703-
a. NAME OF CONTRACTOR SECRETARY STATE, NEW HAMPSHIRE DEPT OF DUNS NUMBER: 179550850				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS 71 SOUTH FRUIT ST				<input type="checkbox"/> a. PURCHASE REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY CONCORD	e. STATE NH	f. ZIP CODE 03301-6503		<input type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA See Section B				10. REQUISITIONING OFFICE HCPCC	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED					
12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 05/01/2022	
13. PLACE OF				16. DISCOUNT TERMS Net 30 Days	
a. INSPECTION	b. ACCEPTANCE				

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>To ensure payment, invoice must reference the TO#200-2017-92606 0009, DUNS, and Tax ID Number.</p> <p>For Invoice/Payment information: 678-475-4510 Send Invoices to FAX: 404-638-5324 or Email: cpbapinv@cdc.gov</p> <p>Vendor POC: Denise Gonyer PH: (603) 271-4655 Email: denise.gonyer@sos.nh.gov</p> <p>CDC POCs:</p> <p>Program POC: Connie Gentry PH: (919) 541-7642 Email: cmc6@cdc.gov</p> <p>CS: Eric D. Sullivan PH: (412) 386-5290 Email: lr4@cdc.gov</p>					
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		\$169,136.00	17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:					
	a. NAME Centers for Disease Control and Prevention (FMO)					
	b. STREET ADDRESS (or P.O. Box) PO Box 15580 404-718-8100					
	c. CITY Atlanta	d. STATE GA	e. ZIP CODE 303330080		\$169,136.00	17(i) GRAND TOTAL

22. UNITED STATES
OF AMERICA (Signature)

Eric D. Sullivan

Digitally signed by Eric D. Sullivan

Date: 2021.04.13 14:20:37 -04'00'

23. NAME (Typed)

Eric Delaney Sullivan

TITLE: CONTRACTING/ORDERING OFFICER

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	SUPPLIES / SERVICES	QUANTITY/UNIT	EXTENDED PRICE
0001	<u>VSCP DATA</u> Contractor will provide Vital Statistics Cooperative Program (VSCP) data in accordance with the <i>Statement of Work</i> under the base IDIQ contract. This task order is for the collection and delivery of Vital Statistics Data for the date range of January 1, 2021 – December 31, 2021. Period of Performance: April 14, 2021 – May 1, 2022 This is a Firm Fixed Price Line Item. This is a non-severable line item. *Partial Payments are Authorized on the CLIN*	1 Job	\$168,636.00
	Line(s) Of Accounting: 939ZTTB 252P 2021 75-21-0959 5627411101 \$168,636.00		
0002	<u>VSCP SPECIAL PROJECT-NOMS</u> Special Project to support the continual development of a national system for producing coded industry and occupation data from death certificates as described in the <i>Statement of Work</i> below. Period of Performance: April 14, 2021 – May 1, 2022 This is a Firm Fixed Price Line Item. This is a non-severable line item. Invoices may be submitted upon receipt of a data quality report from NIOSH after the close of the data year.	1 Job	\$500.00
	Line(s) Of Accounting: 927ZLGT 252P 2021 75-21-0953 5611111301 \$500.00		

STATEMENT OF WORK

VSCP Special Project-NOMS-Industry and Occupation Coding Special Project

This special project is awarded based on the following eligibility criteria: must collect unedited Industry and Occupation (I/O) free text narratives in electronic format on the death certificate and submit to NCHS (<=40 characters each for Industry and Occupation) as part of the ongoing VSCP mortality file transmission process.

The purpose of this project is to support the continual development of a national system for producing coded industry and occupation data from death certificates. The task order provides partial reimbursement to jurisdiction health departments for their cooperation in this project.

Data items used in this Special Project are already included in the VSCP mortality file contract deliverables. The following items will be transmitted to NIOSH for the sole purpose of Industry and Occupation coding and quality control: death certificate number, jurisdiction of occurrence, year of death, industry literal text and occupation literal text. Codes will be returned to jurisdictions through NCHS for their own use. NCHS will incorporate the codes into its national files and publications. Restrictions on release of these files from NCHS are governed by Section C.12 of the VSCP contract. NIOSH will destroy the data received within one year of the close of the data year.

Period of performance: 04/14/2021 – 05/01/2022

Invoices may be submitted upon receipt of a data quality report from NIOSH after the close of the data year.

EXHIBIT

E

ORDER FOR SUPPLIES OR SERVICESPAGE OF PAGES
1 7**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/01/2020		2. CONTRACT NO. (If any) 200-2017-92606		6. SHIP TO:	
3. ORDER NO. 75D30120F00008		4. REQUISITION/REFERENCE NO. 000HCPCC-2020-49806		a. NAME OF CONSIGNEE CDC/CCHIS/NCHS (RTP)	
5. ISSUING OFFICE (Address correspondence to) Ctrs for Disease Control & Prevention PGH Office of Acquisition Services, Branch 4 PO Box 18070, 626 Cochran's Mill Rd Pittsburgh, PA 15236-0070				b. STREET ADDRESS 4024 Stirrup Creek Drive	
7. TO:				c. CITY DURHAM	d. STATE NC
				e. ZIP CODE 27703-	
a. NAME OF CONTRACTOR SECRETARY STATE, NEW HAMPSHIRE DEPT OF DUNS NUMBER: 179550850				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS 71 SOUTH FRUIT ST				<input type="checkbox"/> a. PURCHASE REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY CONCORD				<input type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
e. STATE NH					
f. ZIP CODE 03301-6503					
9. ACCOUNTING AND APPROPRIATION DATA 9390C9X 252P 2020 75-20-0952 5643111101				10. REQUISITIONING OFFICE HCPCC	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED					
12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 08/31/2022	
13. PLACE OF				16. DISCOUNT TERMS Net 30 Days	
a. INSPECTION		b. ACCEPTANCE			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>To ensure payment, invoice must reference the TO# 200-2017-92606 0008, DUNS, and Tax ID Number.</p> <p>For Invoice/Payment information: 678-475-4510 Send Invoices to FAX: 404-638-5324 or Email: fmoapinv@cdc.gov</p> <p>Vendor POC: Steven M. Wurtz Email: stephen.wurtz@sos.nh.gov</p> <p>CDC POCs: Program POC: Connie Gentry PH: (919) 541-7642 Email: cmc6@cdc.gov</p> <p>CS: Cynthia Y. Mitchell PH: (412) 386-6101 Email: akq9@cdc.gov</p>					
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		\$200,000.00	17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:					
	a. NAME Centers for Disease Control and Prevention (FMO)				\$200,000.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) PO Box 15580 404-718-8100					
	c. CITY Atlanta	d. STATE GA	e. ZIP CODE 303330080			

22. UNITED STATES
OF AMERICA (Signature)

23. NAME (Typed)

Cynthia Y Mitchell

TITLE: CONTRACTING/ORDERING OFFICER

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
0003	VSCP SPECIAL PROJ Death Data	1 Job	\$200,000.00	\$200,000.00

The Period of Performance is September
01, 2020- August 31, 2022

Line(s) Of Accounting:
9390C9X 252P 2020 75-20-0952
5643111101 \$200,000.00

This is a Non-severable CLIN
This is a FFP CLIN

In accordance with FAR Clause 52.232.32 Performance-Based Payments in Section I, the following payment Milestones have been approved for this Task Order 0008 under Contract 200-2017-92606 with the Dpartment of Health, New Hampshire.

Deliverables	Percent of Budget Eligible To be Billed
---------------------	--

For Task Order	0008		
Approved Project Plan 65%			\$130,000.00
Quarterly Quality Report #1 - 5%			\$10,000.00
Quarterly Quality Report #2 - 5%			\$10,000.00
Quarterly Quality Report #3 - 5%			\$10,000.00
Final Project Report - 20%			\$40,000.00
Total			\$200,000.00

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS) NATIONAL CENTER FOR HEALTH STATISTICS (NCHS) DIVISION OF VITAL STATISTICS (DVS)

C.1.1 Background

The NCHS is responsible for monitoring the health of the Nation. The National Vital Statistics System (NVSS) is one of the data systems used for this monitoring activity. NVSS is a legislatively-mandated data program, producing data on births, deaths, and fetal deaths. Over 6.5 million state records are collected annually for processing, coding, analysis, and publication in aggregate form; of these events, about 2.8 million are death records. These records, which make up the U.S. Mortality Data System, are critical data for understanding the health of the nation, conducting public health surveillance of diseases and epidemics, and understanding the effectiveness of the healthcare and health financing systems.

The quality of the cause-of-death information on mortality records has long been a topic of national concern. Recent improvements in timeliness through the extensive use of Electronic Death Registration Systems (EDRS) in states provides a unique opportunity to add the focus of improving the quality of the causes of death reported on the death certificate.

C.1.2 Purpose

Two goals of the NVSS are to improve the timeliness and quality of the mortality data. Timely reporting of quality death information is critical for detecting and defining pandemic and other calamitous events as well as showing shifts in causes of death by age, race and sex. After a number of years of effort, there has been an increase in the proportion of death records received within 10 days of death from 11% in 2011 to 61% in 2019. While the goal of 80% received in that time frame has not yet been achieved nationally, several states have ongoing special projects with timeliness improvement as an objective.

Quality initiatives have been started on several fronts, including developing and implementing standards for death certificate reporting and death investigations, best practices for querying in states, e-learning modules with CME credits for training of physicians and coroners, and a web service called VIEWS (Validation and Interactive Edits Web Service) to enable states to improve data quality at the source.

With such a wide range of possible opportunities to increase data quality, it is prudent to try to identify which type is most appropriate for specific audiences. Furthermore, the outcome of training and outreach may be increased if targeted to certifiers with similar quality issues. Certifiers who, as a group, are found to list non-specific and/or intermediate causes of death more often than other certifiers are a group that could warrant targeted training. Additionally, concerted efforts to increase cause of death quality among persons who certify a high proportion of death certificates will have a higher impact on overall data quality than efforts among a large number of certifiers who each are responsible for a low number of death certifications each year.

Recently, an effort has been initiated within NCHS to explore the possibility of identifying death certifiers stratified by such characteristics as volume of death certification and/or the setting where the certifier is working (e.g., hospital, hospice) in an effort to target cause of death quality initiatives to have the most impact. NCHS has also been working on identifying causes of death, and their associated ICD-10 codes, which in general are unsuitable as an underlying cause of death.

This RFTOP recognizes that the specific strategies necessary to improve quality will vary from state to state. Thereby, this RFTOP describes the goals to be achieved rather than the strategies. Jurisdictions have discretion to determine the interventions and strategies necessary for achieving NCHS goals. The respondents to this RFTOP are expected to work with NCHS and other Subject Matter Experts in identifying groups of certifiers that can be effectively targeted for quality improvement interventions and devising their strategies to meet the national goals. The interventions and the strategies will need to be approved by NCHS.

C.1.3 Scope of Work

The scope of work of this Project is to develop methods and pilot an approach to improve the quality of cause-of-death reporting based on identifying and targeting individual certifiers and groups of certifiers with similar quality issues. Specifically, within two (2) years after the award of this contract, the jurisdiction shall carry out the following sets of work.

1. Develop methods and reports in conjunction with NCHS for identifying individual certifiers and/or groups of certifiers with consistent data quality problems for targeted outreach and training.
2. Use the results of the previous task to (a) develop strategies and interventions for targeted outreach to specific certifiers and/or groups of certifiers; and (b) implement those target interventions with certifiers identified in task #1.
3. Provide to NCHS a report (a) documenting the methods and reports created to identify certifier level cause of death data quality issues; (b) describing in detail the strategies developed and piloted for targeted outreach; and (c) evaluating the effectiveness of the targeted outreach on certifier specific and overall cause of death data quality. The report should include copies of materials used, as well as documentation of any training programs carried out. The materials will be made available to other jurisdictions if identified as successful. Information on challenges, barriers, and approaches which were not successful should also be included in this report to provide information on strategies to avoid.

C.2 Tasks to be performed by Category

The Contractor shall complete the following tasks:

Task #1: Kick-off meeting

Within 30 days after the award of the contract, the contractor shall meet with the COR and the relevant NCHS Project staff to discuss the contract, including its tasks and deliverables. The Contractor shall produce a summary of this meeting within 15 calendar days after the kick-off meeting to ensure understanding of the agreements reached.

Task #2: Development of Project Plan

The Contractor shall develop a Project Plan that lays out the approach that will be used, milestones, and timeline for completing the task outlined in the scope of work. NCHS will review the project plan and revisions may be requested based on that analysis.

This contractor should provide NCHS the project plan within 60 days of award.

Task #3: Implementation of the Project Plan

The Contractor shall implement the strategies per its Project Plan. Jurisdictions may use an array of strategies to conduct the required activities.

The Contractor shall provide quarterly reports describing efforts undertaken, challenges identified, and potential resolutions to the challenges. It will also describe the status of their project activities versus the approved project schedule. The format for this report will be agreed upon as part of the finalization of the project plan in Task #2.

The Contractor shall also meet with the NCHS Project Officer at least once a quarter to discuss the status of the State's project and any contract issues.

Task #4: Final Report

The last performance report shall be a Final Report (a) documenting the methods and reports created to identify certifier level cause of death data quality issues; (b) describing in detail the strategies developed and piloted for targeted outreach; and (c) evaluating the effectiveness of the targeted outreach on certifier specific and overall cause of death data quality. The report should include copies of materials used, as well as documentation of any training programs carried out. The materials will be made available to other jurisdictions if identified as successful. Information on challenges, barriers, and approaches which were not successful should also be included in this report to provide information on strategies to avoid.

Materials that were put together for use during the project will be provided to NCHS to share with other jurisdictions for their use. This will include, but not be limited to,

- Training materials
- Brochures, letters and other written documents
- Minutes from meetings, sampled by meeting type

HHSAR Provision, 352.239-73: Electronic and Information Technology Accessibility Notice

(a) Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 and the Architectural and Transportation Barriers Compliance Board Electronic and Information (EIT) Accessibility Standards (36 CFR part 1194), require that when Federal agencies develop, procure, maintain, or use electronic and information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

(b) Accordingly, any offeror responding to this solicitation must comply with established HHS EIT accessibility standards. Information about Section 508 is available at <http://www.hhs.gov/web/508>. The complete text of the Section 508 Final Provisions can be accessed at <http://www.access-board.gov/sec508/standards.htm>.

(c) The Section 508 accessibility standards applicable to this contract are: 1194.

- 205 WCAG 2.0 Level A & AA Success Criteria
- 302 Functional Performance Criteria
- 502 Inoperability with Assistive Technology
- 504 Authoring Tools
- 602 Support Documentation
- 603 Support Services

In order to facilitate the Government's determination whether proposed EIT supplies meet applicable Section 508 accessibility standards, offerors must submit an HHS Section 508 Product Assessment Template, in accordance with its completion instructions. The purpose of the template is to assist HHS acquisition and program officials in determining whether proposed EIT supplies conform to applicable Section 508 accessibility standards. The template allows offerors or developers to self-evaluate their supplies and documentation detail - whether they conform to a specific Section 508 accessibility standard, and any underway remediation efforts addressing conformance issues. Instructions for preparing the HHS Section 508 Evaluation Template are available under Section 508 policy on the HHS Web site <http://hhs.gov/web/508>.

In order to facilitate the Government's determination whether proposed EIT services meet applicable Section 508 accessibility standards, offerors must provide enough information to assist the Government in determining that the EIT services conform to Section 508 accessibility standards, including any underway remediation efforts addressing conformance issues.

(d) Respondents to this solicitation must identify any exception to Section 508 requirements. If a offeror claims its supplies or services meet applicable Section 508 accessibility standards, and it is later determined by the Government, i.e., after award of a contract or order, that supplies or services delivered do not conform to the accessibility standards, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its expense.

(e) Electronic content must be accessible to HHS acceptance criteria. Checklist for various formats are available at <http://508.hhs.gov/>, or from the Section 508 Coordinator listed at <https://www.hhs.gov/web/section-508/additional-resources/section-508-contacts/index.html>. Materials that are final items for delivery should be accompanied by the appropriate checklist, except upon approval of the Contracting Officer or Representative

EXHIBIT

F

ORDER FOR SUPPLIES OR SERVICESPAGE OF PAGES
1 18**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 06/08/2021		2. CONTRACT NO. (If any) 75D30121P11406		6. SHIP TO:	
3. ORDER NO.		4. REQUISITION/REFERENCE NO. 000HCPCC-2021-55134		a. NAME OF CONSIGNEE CDC/CCHIS/NCHS (RTP)	
5. ISSUING OFFICE (Address correspondence to) Centers for Disease Control and Prevention (CDC) Office of Acquisition Services (OAS) 626 Cochran's Mill Rd Pittsburgh, PA 15236-0070				b. STREET ADDRESS 4024 stirrup creek drive	
7. TO:				c. CITY DURHAM	d. STATE NC
				e. ZIP CODE 27703-	
a. NAME OF CONTRACTOR SECRETARY STATE, NEW HAMPSHIRE DEPT OF DUNS NUMBER: 179550850				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS 71 SOUTH FRUIT ST				<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY CONCORD	e. STATE NH	f. ZIP CODE 03301-6503		<input type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA 9390EGP 252P 2021 75-X-0943 5650RF1101				10. REQUISITIONING OFFICE HCPCC	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED					
12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 05/01/2022	
13. PLACE OF				16. DISCOUNT TERMS Net 30 Days	
a. INSPECTION	b. ACCEPTANCE				

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>This is a firm fixed price contract. To ensure payment, invoice must reference the contract # 75D30121P11406, DUNS, and Tax ID Number.</p> <p>For Invoice/Payment information: 678-475-4510 Send Invoices to FAX: 404-638-5324 or Email: cpbapinv@cdc.gov</p> <p>Vendor POC: Denise Gonyer Email: denise.gonyer@sos.nh.gov</p> <p>CDC POCs: Program POC: Connie Gentry PH: (919) 541-7642 Email: cmc6@cdc.gov</p> <p>CS: Cynthia Y. Mitchell PH: (412) 386-6101 Email: cmitchell@cdc.gov</p>					
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		\$14,329.00	17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:					
	a. NAME Centers for Disease Control and Prevention (FMO)				\$14,329.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) PO Box 15580 404-718-8100					
	c. CITY Atlanta	d. STATE GA	e. ZIP CODE 303330080			

22. UNITED STATES
OF AMERICA (Signature)

Cynthia Y. Mitchell -S

Digitally signed by Cynthia Y.
Mitchell -S
Date: 2021.06.08 06:43:46 -04'00'

23. NAME (Typed)

Cynthia Y Mitchell

TITLE: CONTRACTING/ORDERING OFFICER

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
0001	NATIONAL DEATH INDEX (NDI) DATA Information to Establish, Maintain, and Operate the National Death Index (NDI) in accordance with the <i>Statement of Work</i> below. The purpose of this contract is to continue collection of information and data for the National Death Index and to assure the qualitative reliability and timely availability of those data for the upcoming performance period. Period of Performance: June 8, 2021 through May 1, 2022 <u>*Partial Payments are Authorized*</u>	1 Job	\$14,329.00	\$14,329.00
	Line(s) Of Accounting: 9390EGP 252P 2021 75-X-0943 5650RF1101 \$14,329.00			

There are no clauses/provisions included in this section.

Statement of Work

TITLE: Information to Establish, Maintain, and Operate the National Death Index (NDI)

I. BACKGROUND

In February 1977, a working group was established to develop plans and procedures for implementation of a National Death Index program. Such a program would provide legitimate scientific researchers with the means to determine whether individuals in their research study had died. The working group, consisting of representatives of jurisdictions' vital statistic systems, data users, and NCHS staff, was charged with developing specific recommendations regarding datasets to be used for indexing and searching; data to be provided to users; operating procedures for the program; user eligibility; criteria for matches; and an operating protocol for the program. The NDI differs from the routine mortality data collection in that it is not a statistical data file to estimate national rates, but a service provided to the research community to identify their study subjects who have died.

The need for a National Death Index has been recognized for many years. This need has expanded rapidly over the years because of the development of several national programs requiring mortality follow-up of individual subjects in studies of public health and medical importance. The work group determined that the need for establishing a National Death Index was of high priority in meeting research needs at practical costs in dollars, time, and resources, and recommended an overall concept for a National Death Index and an operational protocol for developing and operating a National Death Index program.

Death records are collected from the 50 jurisdictions, District of Columbia, New York City, American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands. The terms Contractor and jurisdiction are interchangeably used throughout this document and refer to one of these 57 areas.

II. PURPOSE

The purpose of this contract is to continue the purchase of information and data from the jurisdiction(s) for the National Death Index and to obtain assurance of the qualitative reliability and timely availability of those data for the upcoming performance period.

III. SCOPE OF WORK

The Contractor shall furnish selected death record information for the principal months of registration of 1 January 2021 through 31 December 2021. The Contractor shall include the information submitted specifically for the National Death Index (items in Section IV.1. below) with the demographic death record when submitted for the Vital Statistics Cooperative Program (VSCP). Once received from the contractor, the NDI, demographic, and cause of death information will be used by NCHS to update the National Center for Health Statistics (NCHS) for its use in maintaining the National Death Index (NDI) file. The National Death Index file will be used to determine the death certificate number, date of

death, jurisdiction of death and cause(s) of death for specific individuals included in medical and public health projects and studies.

This contract limited to the purchase of jurisdictional data. As such, Federal Information Security Act of 2002 (FISMA 2002) as modified by the Federal Information Security Modernization Act of 2014 (FISMA 2014) and Appendix III of Office of Management Budget Memorandum (OMB) A-130 do not apply.

IV. TASKS TO BE PERFORMED

During the performance of the contract period and utilizing the specifications provided by NCHS, the Contractor shall provide information needed for the National Death Index for an estimated 12,408 deaths that occur in the jurisdiction (estimated based on number of deaths from the previous year), specifically the Contractor shall:

1. Provide the following specific items of information and provide data files containing these items to NCHS per the timeframe specified in the VSCP contract. Items listed in bold text are solely for the National Death Index and will not be retained in the statistical data provided under the VSCP contract.
 - a. Place of Death - jurisdiction, County
 - b. jurisdiction File Number
 - c. **Name of Decedent - Last Name, First Name, Middle Initial**
 - d. **Name - Alias or Cross Reference Indicator**
 - e. Sex
 - f. Date of Death - Month, Day, Year
 - g. Race
 - h. Age at Death - Unit, Number of Units
 - i. Date of Birth - Month, Day, Year
 - j. jurisdiction of Birth
 - k. **Social Security Number**
 - l. jurisdiction of Residence
 - m. **Father's Surname**
 - n. Marital Status
 - o. Multiple and underlying cause(s) of death

Data files are to be delivered in the specified NCHS format and detail in coordination with related demographic data using the State and Territorial Exchange of Vital Events (STEVE), or other method specified by NCHS.

2. Provide to NCHS a data record for each death registered in the jurisdiction's vital statistics office for the principal months of January 2021 - December 2021 including delays and any corrections that are requested for records previously submitted. **Prior data year records that are registered after the jurisdiction's annual statistical file cutoff are to be submitted on an electronic form (image or separate data file) or, with prior approval, on paper copy.**
3. Provide a replacement file for any shipment not meeting accuracy or completeness requirements (if any).

4. Query each death record in accordance with the jurisdiction's query program and NCHS guidelines, which can be found at http://www.cdc.gov/nchs/data/dvs/Instruction_Manual_revise20_2013.pdf.
5. Provide quality data free of errors due to mature and effective quality control procedures; actively identify/correct errors.
6. Prepare the NDI data file to include all NDI items specified in item 1 for each death registered during the period covered by the contract.
7. Along with the data, also provide NCHS with detailed data file format and specifications for selected items of information upon request. These documents shall be consistent with NCHS item and code structures that will be furnished to the Contractor by NCHS prior to preparation of the data file by jurisdictions.
8. The Contractor shall prepare and submit a replacement data file, at no additional cost to the Federal Government, when files fail to meet prescribed specifications. Corrected records shall be provided for as long as the jurisdiction updates computer records for its own use.

V. GOVERNMENT FURNISHED MATERIALS

No government materials will be furnished.

VI. PERIOD OF PERFORMANCE

The performance period will be from date of award through May 1, 2022 for data months of January 2021 - December 2021.

VII. DELIVERABLES

The Contractor shall furnish the data file (as described in section IV) to the Data Acquisition, Classification and Evaluation Branch (DACEB), Division of Vital Statistics, NCHS, P.O. Box 12214, Research Triangle Park, North Carolina 27709, the following items:

Upon request, definitions for coding selected items and NCHS needs for data file format and layout for calendar year 2021 shall be provided.

Include NDI data items with the VSCP data file. File shall contain records for events occurring in each principal month of registration including belated records, alias records, and each principal correction received in the jurisdiction's office for any data year from 1979 forward. Principal Months: January 2021 - December 2021.

VIII. CONTRACTING OFFICER'S REPRESENTATIVE

Connie Gentry is hereby designated as the Contracting Officer's Representative (COR) for this contract. The COR is responsible for guiding the technical aspects of the project. The COR shall not make any commitment or authorize any changes which affect the contract price, terms, or conditions. Any such changes shall be referred to the Contracting Officer for action.

IX. PAYMENT TERMS (note if and how partial payments are authorized)

As consideration for full performance of the work stated under section *IV. TASKS TO BE PERFORMED*, the Government shall pay the Contractor the firm fixed price of \$14,329. Partial payments are authorized.

The number of records identified in IV. are estimates only and are not purchased hereby and is based on the previous closed data year. In no event will the Government be obligated to pay for records received when such payment would require funds in excess of the total funds available as set forth on the face page of this purchase order. Payment shall not be made for duplicate records received nor to replace records in error; payments are based on the previous closed data year counting only unique death certificate numbers received. This amount is payable upon receipt and acceptance, by the Government, of those items specified in IV.

Copies of invoices must be submitted to NCHS, Office of Acquisition Services (OAS), and Office of Financial Resources (OFR) using CDC form number SF 1034 (Public Voucher for Purchases and Services Other Than Personal). The form can be located at www.gsa.gov; select Forms Library then Standard Forms (SF) tab and scroll down the list. The following information is required for the invoice to be accepted: contract number, tax identification number, DUNS number, invoice/voucher number, contract line item number (CLIN), data months, and date invoice was prepared. Invoices can be submitted via mail, email, or fax using the information provided below.

NCHS:

Connie Gentry
P.O. Box 12214
Research Triangle Park, NC 27709
Fax: (919) 541-1126

Office of Acquisition Services:

Eric Sullivan
626 Cochrans Mill Road
Pittsburgh, PA 15236
Fax: 412-386-6429

Office of Financial Resources

P. O. Box 15580
Atlanta, GA 30329
Fax: 404-638-5324

In order to ensure prompt payment, we suggest that you submit a copy of each invoice directly to the NCHS COR and Contracting Officer or Contract Administrator **concurrently** with submission to the Office of Financial Resources (OFR). **It saves time, postage, and speeds up the payment processing by emailing the invoices to the 3 listed email addresses below:**

1. Office of Financial Resources (OFR) Email: CPBAPINV@CDC.GOV
1. OAS Contract Administrator Email: ESULLIVAN2@CDC.GOV
2. NCHS COR Email: DAEBPROC@CDC.GOV

Again, invoices must be concurrently submitted to NCHS, OAS, and OFR.

X. Special Contract Requirements

Cybersecurity Enhancement Act of 2015

Transmissions across the internet into Federal information systems are monitored for cybersecurity purposes in accordance with the Cybersecurity Enhancement Act of 2015 (6 U.S.C. §§ 151 and 151 note).

1. Rights to Data

The data obtained under this contract will be abstracted from vital records filed under the laws and regulations of the individual jurisdictions, and the jurisdictions retain ownership of said data. No restrictions may be placed upon the Contractor's right to publish or disseminate information acquired under this contract.

2. Confidentiality of Contractor Provided Data

Pursuant to the Public Health Service Act (42 USC 242m.), Section 308(d), and regulations of the Secretary, the Government assures the Contractor that: (1) the information purchased under this contract will be used only for statistical research and reporting purposes by the National Center for Health Statistics and other purposes agreed to in writing by the contractor, and (2) information purchased under this contract shall not be published or released in other form if the particular establishment or person supplying the information or identified in it is identifiable unless consented to in writing by the Contractor. All NCHS employees and contractors accessing the data provided under this contract will be required to sign the NCHS Affidavit of Nondisclosure and complete NCHS confidentiality training on an annual basis.

It is understood that the Contractor hereby provides NCHS permission to link the VSCP and NDI files for its own projects without further jurisdiction approval, provided that no identifiable data are released or used for other than statistical tabulations.

All such projects shall meet the following criteria:

- a. NCHS data used in the NDI file search shall have been collected by NCHS under NCHS' own legislative authority and shall be subject to NCHS' assurances of

confidentiality. Applications for the NDI search shall be filed by NCHS, and all criteria for the use of NDI shall apply.

- b. No identifying data (e.g., names, addresses, social security numbers, death certificate numbers) shall be released outside of NCHS. The NDI Advisors (currently consisting of 3 groups of 8 individuals each drawn from state vital registrars offices, federal employees, academia and private industry), who serve as voluntary, unbiased reviewers of all NDI applications, are charged with ensuring that all NDI applications meet the security, confidentiality, and data usage requirements specified by the jurisdictions. They may choose to approve release of identifiable data under strict adherence to jurisdictional requirements. No follow back shall be conducted on the basis of the NDI search or any death record information without the consent of the jurisdiction NDI Advisors. NDI Advisors can require the researcher to go through full NCHS/jurisdiction review because of the researcher's desire to follow-back to the next of kin based on information found in the NDI search. This full review will have to be done prior to the NDI search being undertaken.
- c. No other agency, organization, or individual shall have exclusive rights to any of the data results acquired from the NDI search or the linkage of the VSCP and NDI files. Such data shall be in the public domain and shall be made available by NCHS in the form of statistical data files, published and unpublished tabulations, reports, articles, and papers. All such files, tabulations, reports, articles, and papers shared outside NCHS shall meet NCHS standards on confidentiality.
- d. All statistical data released by NCHS shall be subject to NCHS' usual standards with regard to privacy and confidentiality as outlined in the NCHS Staff Manual on Confidentiality.

In all other situations, NCHS must seek jurisdiction permission before linking files containing data obtained under the VSCP contracts. Payment for these uses is negotiable.

3. Privacy Act Applicability (Mar 1998)

Notification is hereby given that the Contractor and its employees are subject to criminal penalties for violation of the Privacy Act to the same extent as employees of the Government. The Contractor shall assure that each of its employees knows the prescribed rules of conduct and that each is aware that he or she can be subjected to criminal penalty for violation of the Act. A copy of 45 CFT Part 5b, Privacy Act Regulations, will be provided by the Government under separate cover.

I. HHSAR Provision, 352.239-73: Electronic and Information Technology Accessibility Notice

- A. Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 and the Architectural and Transportation Barriers Compliance Board Electronic and Information (EIT) Accessibility Standards (36 CFR

part 1194), require that when Federal agencies develop, procure, maintain, or use electronic and information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

A. Accordingly, any offeror responding to this solicitation must comply with established HHS EIT accessibility standards. Information about Section 508 is available at <http://www.hhs.gov/web/508>. The complete text of the Section 508 Final Provisions can be accessed at <http://www.access-board.gov/sec508/standards.htm>.

B. The Section 508 accessibility standards applicable to this contract are: 1194.

205 WCAG 2.0 Level A & AA Success Criteria
302 Functional Performance Criteria
502 Inoperability with Assistive Technology
504 Authoring Tools
602 Support Documentation
603 Support Services

In order to facilitate the Government's determination whether proposed EIT supplies meet applicable Section 508 accessibility standards, offerors must submit an HHS Section 508 Product Assessment Template, in accordance with its completion instructions. The purpose of the template is to assist HHS acquisition and program officials in determining whether proposed EIT supplies conform to applicable Section 508 accessibility standards. The template allows offerors or developers to self-evaluate their supplies and documentation detail - whether they conform to a specific Section 508 accessibility standard, and any underway remediation efforts addressing conformance issues. Instructions for preparing the HHS Section 508 Evaluation Template are available under Section 508 policy on the HHS Web site <http://hhs.gov/web/508>.

In order to facilitate the Government's determination whether proposed EIT services meet applicable Section 508 accessibility standards, offerors must provide enough information to assist the Government in determining that the EIT services conform to Section 508 accessibility standards, including any underway remediation efforts addressing conformance issues.

C. Respondents to this solicitation must identify any exception to Section 508 requirements. If a offeror claims its supplies or services meet applicable Section 508 accessibility standards, and it is later determined by the Government, i.e., after award of a contract or order, that supplies or services delivered do not conform to the accessibility

standards, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its expense.

- D. Electronic content must be accessible to HHS acceptance criteria. Checklist for various formats are available at <http://508.hhs.gov/>, or from the Section 508 Coordinator listed at <https://www.hhs.gov/web/section-508/additional-resources/section-508-contacts/index.html>. Materials that are final items for delivery should be accompanied by the appropriate checklist, except upon approval of the Contracting Officer or Representative.

CLAUSES

FAR SOURCE	TITLE AND DATE
52.204-13	System for Award Management Maintenance (Oct 2016)
52.204-18	Commercial and Government Entity Code Maintenance (Jul 2016)
52.212-4	Contract Terms and Conditions- Commercial Items (Jan 2017)
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40	Providing Accelerated Payments to Small Business Contractors (Dec 2013)
352.222-70	Contractor Cooperation in Equal Employment Opportunity Investigations (Dec 2015)

FAR 52.252-2 -- CLAUSES INCORPORATED BY REFERENCE. (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/browse/index/far>

<http://www.hhs.gov/policies/hhsar/subpart301-1.html>

(End of Clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Jan 2021)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved].

___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

___ (10) [Reserved].

___ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C. 657a).

___ (ii) Alternate I (Mar 2020) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (ii) Alternate I (Mar 2020) of 52.219-4.

___ (13) [Reserved]

___ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

___ (ii) Alternate I (Mar 2020) of 52.219-6.

___ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

___ (ii) Alternate I (Mar 2020) of 52.219-7.

___ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Nov 2016) of 52.219-9.

___ (iii) Alternate II (Nov 2016) of 52.219-9.

___ (iv) Alternate III (Jun 2020) of 52.219-9.

___ (v) Alternate IV (Jun 2020) of 52.219-9

___ (18) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

___ (ii) Alternate I (Mar 2020) of 52.219-13.

___ (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)).

___ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).

X (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Nov 2020) (15 U.S.C. 632(a)(2)).

___ (ii) Alternate I (MAR 2020) of 52.219-28.

___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).

___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar2020) (15 U.S.C. 637(m)).

___ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

___ (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15U.S.C. 637(a)(17)).

X (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

___ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan2020) (E.O.13126).

___ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

___ (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

___ (ii) Alternate I (Feb 1999) of 52.222-26.

___ (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

___ (ii) Alternate I (Jul 2014) of 52.222-35.

___ (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

___ (ii) Alternate I (Jul 2014) of 52.222-36.

___ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

___ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (35) (i) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O. 13627).

___ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

__X_ (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

__ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

__ (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Oct 2015) of 52.223-13.

__ (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun2014) of 52.223-14.

__ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).

__ (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-16.

__X_ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

__ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

__ (46) 52.223-21, Foams (Jun2016) (E.O. 13693).

__ (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

__ (ii) Alternate I (Jan 2017) of 52.224-3.

__ (48) 52.225-1, Buy American-Supplies (Jan2021) (41 U.S.C. chapter 83).

__ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Jan 2021)(41 U.S.C.chapter83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I (Jan 2021) of 52.225-3.

__ (iii) Alternate II (Jan 2021) of 52.225-3.

__ (iv) Alternate III (Jan 2021) of 52.225-3.

__ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

__X_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302Note).

__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).

__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

__ (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).

__ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__X_ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

__ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

__ (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

___ (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

X (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).

___ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O. 11246).

- (viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
 - (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
 - (x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
 - (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
 - (xiii) (A) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O. 13627).
(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
 - (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
 - (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
 - (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
 - (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).
 - (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
 - (xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
(B) Alternate I (Jan 2017) of 52.224-3.
 - (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
(End of clause)

FAR 52.204-21 –Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)

(a) *Definitions.* As used in this clause--

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

- (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

CDC37.0001 Non-Personal Services (Apr 2013)

- (a) Personal services shall not be performed under this contract. Although the Government may provide sporadic or occasional instructions within the scope of the contract, the Contractor is responsible for control and supervision of its employees. If the Contractor (including its employees) believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.
- (b) The contractor shall comply with, and ensure their employees and subcontractors comply with, CDC Policy titled "Identification of Contractors' Employees and Safeguarding Government Information." No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. . The contractor is limited to performing the services identified in the contract statement of work and shall not interpret any communication with anyone as a permissible change in contract scope or as authorization to perform work not described in the contract. All contract changes will be incorporated by a modification signed by the Contracting Officer.
- (c) The Contractor shall ensure that all of its employees and subcontractor employees working on this contract are informed of the substance of this clause. The Contractor agrees that this is a non-personal services contract; and that for all the purposes of the contract, the Contractor is not, nor shall it hold itself out to be an agent or partner of, or joint venture with, the Government. The Contractor shall notify its employees that they shall neither supervise nor accept supervision from Government employees. The substance of this clause shall be included in all subcontracts at any tier.
- (d) Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept or reject the services performed under this contract.

(End of Clause)

CDCA_G001 – Invoice Submission (March 2021)

(a) The Contractor shall submit the original contract invoice/voucher in one of the following ways: 1) mail, 2) facsimile, 3) email:

Mailing Address:

The Centers for Disease Control and Prevention
Office of Financial Resources (OFR)
P.O. Box 15580
Atlanta, GA 30333

Fax: 404-638-5324

Email: cpbapinv@cdc.gov

NOTE: Submit only one Invoice in PDF format per attachment.

(b) Subject Line must contain the word “Invoice” Example: Subject: Invoice SAM12345 for Contract 75D30121*****

(c) The content/details of the email must include the below information provided in the body of the email:

- Contract or PO Number:
- Invoice Number:
- Amount:
- Vendor Name:

Only one invoice can be sent to the mailbox with the above relevant details in the body (multiple invoices need to be sent in multiple emails)

(d) The contractor shall submit 2 copies of the invoice to the cognizant contracting office previously identified in this contract. These invoice copies shall be addressed to the attention of the Contracting Officer.

(e) Do not send Links, Zip Files, or .DAT files containing PDF Invoices

(f) The Contractor is ☒ , is not ☐ required to submit a copy of each invoice directly to the Contracting Officer's Representative (COR) concurrently with submission to the Contracting Officer.

(g) In accordance with 5 CFR part 1315 (Prompt Payment), CDC's Office of Financial Resources is the designated billing office for the purpose of determining the payment due date under FAR 32.904.

(h) The Contractor shall include (as a minimum) the following information on each invoice:

- (1) Contractor's Name & Address
- (2) Contractor's Tax Identification Number (TIN)
- (3) Purchase Order/Contract Number and Task Order Number, if Appropriate
- (4) Invoice Number
- (5) Invoice Date
- (6) Contract Line Item Number and Description of Item
- (7) Quantity
- (8) Unit Price & Extended Amount for each line item
- (9) Shipping and Payment Terms
- (10) Total Amount of Invoice
- (11) Name, title and telephone number of person to be notified in the event of a defective invoice
- (12) Payment Address, if different from the information in (c)(1).
- (13) DUNS + 4 Number
- (14) Electronic funds transfer (EFT) banking info

For the status of invoices, please contact the OFR Service desk at ofrservicedesk@cdc.gov

NOTE: If your invoice has supporting documents, please combine the invoice and supporting documents as one PDF file. Do not submit the invoice and its supporting documents separately.

(End of Clause)

